**APPROVED**

by resolution of the Executive Board of Open Joint Stock Company “Moscow Exchange MICEX-RTS”

(Minutes № 63 of July 17, 2013 )

**SPECIFICATIONS FOR FUTURES CONTRACTS ON SHARES OF THE FOREIGN ISSUERS**

**traded on NASDAQ**

The present Specifications for futures contracts on shares of foreign issuers traded on NASDAQ (further the Specifications), shall determine the standard terns of cash-settled futures contracts on shares issued by foreign issuers and traded on NASDAQ.

The present Specifications together with the Clearing Rules of the Derivatives market of the Moscow Exchange (hereinafter the Clearing Rules), Derivatives Rules of the Derivatives market of the Moscow Exchange (hereinafter the Trading Rules) shall define the obligations under the futures contract on the ordinary shares of foreign issuers traded on NASDAQ (hereinafter the Contract(s)) as well as the procedure for such obligations to arise, be changed or terminated.

The Moscow Exchange (further the Exchange) shall determine the list of parameters for the futures contracts on shares of foreign issuers traded on NASDAQ, including the following:

* Contract’s name;
* Underlying asset’s four-unit code;
* Contract’s underlying assets;
* Lot;
* Tick;
* Tick value.

The underlying assets of the Contracts with the terms and conditions determined in the present Specifications and the List of parameters for the cash-settled futures contracts on shares of the foreign issuers traded on NASDAQ, shall be the shares issued by foreign organizations and traded on NASDAQ (further the Shares).

Terms and definitions not explicitly provided for in the Specifications shall be construed in compliance with the law of the Russian Federation, the Trading Rules and the Clearing Rules.

1. Opportunity to conclude the Contract
   1. The opportunity to conclude the Contract in the process of trading shall be granted by the Moscow Exchange’s resolution that shall specify:

* Contract code (designation);
* First trading day during which the Contract may trade (hereinafter the first trading day);
* Time starting from which the Contract can be executed (hereinafter the start of trading);
* Initial Settlement Price of the Contract;
* Initial price fluctuation limit for the Contract.
  1. The Contract’s code(designation) shall be as follows:

XXXX (underlying asset’s four-unit code) - <settlement month>.<settlement year>

The settlement month and year specified in the Contract’s code (designation) (hereinafter the Contract’s settlement month and settlement year) shall be indicated in Arabic numerals and shall be used the contract’s last trading day and settlement day.

* 1. The Contract Price in the process of trading when placing the order and concluding the Contract shall be determined in U.S. dollars per 1 (one) share.
  2. The last trading day during which the Contract may be traded (hereinafter referred to as the Contract’s last trading day) shall be the 3rd (third) Friday of the Contract’s settlement month of the settlement year unless otherwise provided for by the Exchange’s resolution referred to in clause 1.1. In case a non-trading day falls on the 3rd (third) Friday of the Contract’s settlement month of the settlement year, the trading day proceeding the 3rd (third) Friday of the Contract’s settlement month of the settlement year shall deem to be the Contract’s last trading day.

1. Obligations under the Contract
   1. The Parties to the Contract shall pay to each other cash funds (Variation Margin) that depends on the changes of the underlying asset’s price.
   2. The Variation Margin is calculated and paid in the period from and including the Contract’s first trading day to and including the Contract’s settlement day. The last trading day of the Contract is deemed to be the Contract’s settlement day, except as provided for in Clause 5.2 herein. The Variation Margin obligation determined during the evening clearing session on the Contract’s settlement day shall be the final settlement obligation.
   3. The Variation Margin shall be calculated using the following formulas:
      1. During the intraday clearing session:

If the Variation Margin has not been calculated yet for this Contract:

**VМ1 = Round (SP1\*Round (W1/R;5);2) – Round (Po\*Round (W1/R;5);2** [1]

where:

VM1 – the Variation Margin calculated for the Contract during the intraday clearing session on the current trading day;

Round – mathematical rounding to the specified accuracy function

Po – the Contract Price as of the trade execution;

SP1 – the current (final) Settlement price of the Contract;

W1– the tick value;

R – the tick.

If the Variation Margin for this Contract has been calculated before:

**VM1 = Round (SP1\*Round (W1/R;5);2) – Round (SPp\*Round (W1/R;5);2)** [2]

where:

VM1 – the Variation Margin calculated for the Contract during the intraday clearing session on the current trading day;

Round – mathematical rounding to the specified accuracy function

SP1 – the current (final) Settlement price of the Contract;

SPp – The Contract’s Settlement price calculated based on the results of the evening settlement period on the previous trading day;

W1– the tick value;

R – the tick.

* + 1. During the evening clearing session:

If the Variation Margin has not been calculated yet for this Contract:

**VM2 = Round (SP2\*Round (W2/R;5);2) – Round (Pо\*Round (W2/R;5);2)**  [3]

where:

VM2 – the Variation Margin calculated for the Contract during the evening clearing session based on the results of the evening settlement period on the current trading day;

Round – mathematical rounding to the specified accuracy function

Po – the Contract Price as of the trade execution;

SP2 – the current (final) Settlement price of the Contract;

W2– the tick value;

R – the tick.

If Variation Margin for this Contract has been calculated before during the intraday clearing session on the current trading day:

**VМ2 = VМ – VМ1** [4]

where:

VМ2 – the Variation Margin calculated for the Contract during the evening clearing session based on the results of the evening settlement period on the current trading day;

VM – the Variation Margin calculated for the Contract during the evening clearing session for the current trading day;

VМ1 – the Variation Margin calculated for the Contract during the intraday clearing session on the current trading day in accordance with Clause 2.3.1 herein.

The VM value is calculated using the following formulas:

If the Variation Margin for this Contract was not calculated during the evening clearing session held on the previous trading day:

**VM = Round (SP2\*Round (W2/R;5);2) – Round (Pо\*Round (W2/R;5);2)**

where:

Round – mathematical rounding to the specified accuracy function;

SP2 – the current (final) Settlement price of the Contract;

Pо – the Contract Price as of the trade execution;

W2 – the tick value;

R – the tick.

If Variation Margin for this Contract was calculated during the evening clearing session held on the previous trading day:

**VM = Round (SP2\*Round (W2/R;5);2) – Round (SPp\*Round (W2/R;5);2)**

where:

Round – mathematical rounding to the specified accuracy function;

SP2 – the current (final) Settlement price of the Contract;

SPp – The Contract’s Settlement price calculated based on the results of the evening settlement period on the previous trading day;

W2 – the tick value;

R – the tick.

* 1. The obligation to pay the Variation Margin in the amount calculated as per the formulas [1] – [4] detailed in Clause 2.3 herein is to be fulfilled in accordance with the procedure and within the timeframe set forth in the Clearing Rules. If the Variation Margin is positive, it shall be debited from the Seller’s account and credited to the Buyer’s account. If the Variation Margin is negative, the amount equal to the absolute value of the calculated Variation Margin shall be debited from the Buyer’s account and credited to the Seller’s account.
  2. The Exchange shall determine the Contract’s Settlement Price in accordance with the procedure and within the timeframe set forth in the Trading Rules and the Specifications.
  3. For the purpose of calculating the settlement obligations, the current (final) settlement price shall deem to be equal to the price of a Share in U.S. dollars determined based on trading results of NASDAQ as on the Contract’s last trading day[[1]](#footnote-1) and published on NASDAQ’s website at [www.nasdaq.com](http://www.nasdaq.com)[[2]](#footnote-2) (NASDAQ’s official close price).
     1. If NASDAQ fails to announce the share’s official close price by an hour prior the end of the evening Settlement period on the Contract’s settlement day the Contract’s settlement price shall be the Share’s price in U.S. dollars established by the end of the NYSE Arca’s trading day on the Contract’s last trading day and announced on the NYSE Arca’s website at <http://www.nyse.com>[[3]](#footnote-3) (NYSE Arca’s official close price).
     2. If NASDAQ and NYSE Arca fail to announce the share’s official close price by an hour prior the end of the evening Settlement period on the Contract’s settlement day the Contract’s settlement price shall be the Share’s price in U.S. dollars established by the end of the BATS Exchange, Inc. trading day on the Contract’s last trading day and announced on the BATS Exchange, Inc. website at http://www.batstrading.com[[4]](#footnote-4) (BATS Exchange, Inc. official close price).

2.7. If the absolute value of the Variation Margin calculated during the evening clearing session on the Contract’s trading day exceeds the Initial Margin determined for the Contract during the intraday clearing session on the last trading day of the Contract, the Variation Margin shall be equal to the size of such Initial Margin.

1. Grounds and procedure for contractual obligations termination
   1. Obligations under the Contract are terminated in full by due performance thereof.
   2. The obligations of a Party to the Contract are terminated in full, if such Party assumes opposite obligations under the Contract bearing the same code (designation), i.e. if the Seller assumes the Buyer’s obligations, or the Buyer assumes the Seller’s obligations provided that terms and the procedure set forth in the Clearing Rules are met.
   3. Obligations under the Contract may be terminated on other grounds provided for in the Clearing Rules in accordance with the procedure set forth in the Clearing Rules.
2. Liability of the Parties
   1. The Parties shall be liable for default on the obligations under the Contract in accordance with the Russian law, the Clearing Rules and the Trading Rules.
3. Special Provisions
   1. If the Share stops meeting requirements of the Federal body in terms of an underlying asset of the derivative contracts, the obligations under the contracts that have been previously concluded remain unchanged.
   2. If NASDAQ, NYSE Arca and BATS Exchange, Inc. suspend/terminate trading in the Share or suspend/terminate publishing the Share price simultaneously, the Exchange shall be entitled to take a resolution on the following:
      1. Сhange the last trading day of the Contract;
      2. Сhange the settlement day of the Contract;
      3. Change the current (final) Settlement price and determine the procedure for calculation and transfer of the Variation Margin in relation to the change of the Settlement price;
      4. Take other decisions provided for in the Trading Rules.
   3. Trading Participants shall be notified of the resolutions of the Exchange made in accordance with Clauses 5.2. herein by publishing the relevant resolution on the Exchange’s website no less than 3 (three) trading days before they come into force. If the grounds for taking such resolutions provided for by the Clauses 5.2. hereof come to existence less than 3 (three) trading days before the Contract’s last trading day, Trading Participants shall be notified of the information on this resolution(s) by publishing the resolution on the Exchange’s website no later than the date of this resolution(s) coming into force.
   4. As soon as the resolution(s) made by the Exchange in accordance with Clauses 5.2. come(s) into effect, the terms of the existing obligations under the Contracts that were made previously shall be deemed changed with regard to the above-mentioned resolution(s).
4. Amendments and Supplements to the Specifications
   1. The Exchange shall be entitled to introduce amendments and supplements to the Specifications subject to agreement with the Clearing Centre.
   2. The amendments and supplements hereto shall come into force at the moment the Exchange puts into effect the Specifications containing such amendments and supplements upon registration thereof by the Federal body as required by such Federal body.
   3. The Exchange shall notify the Trading Participants that the registered Specifications containing such amendments and supplements come into effect by publishing the information thereof on the Exchange’s website at least 3 (three) trading days prior to the day when the given Specifications come into effect.
   4. Starting from the moment the amendments and supplements come into force the obligations under previous valid contracts shall be considered with regard to such amendments and supplements.

1. The Contract last trading day determined as specified in 1.4. herein. Whereby a trading day means a Trading day as defined in the Trading Rules. [↑](#footnote-ref-1)
2. The Exchange and the Clearing Centre shall not be liable for any false, incomplete or late updates of the price at [www.nasdaq.com](http://www.nasdaq.com), as well as for any failures in the website operation. [↑](#footnote-ref-2)
3. The Exchange and the Clearing Centre shall not be liable for any false, incomplete or late updates of the price at [www.nyse.com](http://www.nyse.com), as well as for any failures in the website operation. [↑](#footnote-ref-3)
4. The Exchange and the Clearing Centre shall not be liable for any false, incomplete or late updates of the price at [www.batstrading.com](http://www.batstrading.com), as well as for any failures in the website operation. [↑](#footnote-ref-4)